

Agreement made this day of September, 1976, by and between the Boston Redevelopment Authority, a public body politic and corporate organized pursuant to the provisions of G. L., C. 121B, hereinafter referred to as the "Authority", and Anthony L. Orlandello, of Saugus, County of Essex, Commonwealth of Massachusetts, and Michael F. Giglio, of Boston, County of Suffolk, Commonwealth of Massachusetts, hereinafter jointly referred to as the "Redeveloper".

W I T N E S S E T H:

Whereas, with the assistance of the federal, state and city governments, the Authority is carrying out the Downtown-Waterfront-Faneuil Hall Urban Renewal Plan (the "Plan"); and

Whereas, the Redeveloper is the owner in fee simple of the premises known and numbered as 85 Atlantic Avenue which premises are situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, and within the Downtown-Waterfront-Faneuil Hall Urban Renewal Area, (the "Project Area"); and

Whereas, the parties hereto executed a certain Rehabilitation Agreement dated June 13, 1972, (the "Agreement"), which Agreement provided, inter alia, that the Redeveloper would rehabilitate said premises in accordance with the Plan; and

Whereas, the Authority intends to convey a parcel known as Disposition Parcel C-2-B to Ausonia Associates, a Massachusetts Limited Partnership, for the purposes of permitting the construction of One Hundred and Fifty One (151) units of elderly housing, and

Whereas, said Parcel is within the Project Area and is adjacent to the premises owned by the Redeveloper; and

Whereas, it is in the mutual interest of the parties hereto to amend the Agreement so as to implement the provisions of the Plan; and

Whereas, the parties hereto desire to amend said Agreement,

Now, Therefore, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

(A.) That Sections F and G of the Agreement, which sections relate to the Authority's obligations regarding the provision of covered parking spaces to the Redeveloper and the acquisition by the Authority of that portion of the Redeveloper's premises known as Commercial Wharf South, be and the same are hereby deleted in their entirety.

(B.) That the Authority will cause to be executed and delivered a quitclaim deed to the Redeveloper conveying in fee simple absolute those premises shown as Parcel A on a map entitled"

" which map is dated

September , 1976, and is attached hereto as Exhibit I, and, further, the Authority agrees to waive any and all rights of access and egress that it may have in and to that portion of Commercial Wharf South shown on said plan as Parcel B.

(C.)(1) That the Authority shall install or cause to be installed curbs and sidewalks in said Parcel A as shown on the Plan attached hereto and marked Exhibit II. The cost of said curbing and said sidewalk shall be borne solely by the Authority;

(2) That the Authority, its successors and assigns shall reserve an easement over said Parcel A to provide vehicular and pedestrian access for construction purposes until such time as the aforementioned sidewalk as shown on the plan attached hereto and marked Exhibit II, and the aforementioned elderly housing complex to be built on Parcel C-2-B are completed.

(D.) That the Authority shall reserve for the benefit of the public an easement along the sidewalk to be provided in accordance with the provisions of Paragraph C above.

(E.) That the Redeveloper shall at all times and at his expense, keep, maintain and repair Commercial Wharf South, including as a part thereof Parcel A as shown on Exhibit I, so that said premises are in good and safe condition and repair and appearance.

(F.) That the Redeveloper shall permit the Authority and its assigns access to any and all public and private utilities now located or to be located in or under Commercial Wharf South.

(G.) That except as herein expressly modified or amended, the Rehabilitation Agreement shall remain unchanged and in full force and effect.

(H.) That the parties agree to execute appropriate documents, in a form satisfactory to their respective counsel, as is necessary to effect the agreements herein contained.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first set forth above.

WITNESS:

BOSTON REDEVELOPMENT AUTHORITY

By _____
Robert T. Kenney, Director

By _____
Anthony L. Orlandello, Redeveloper

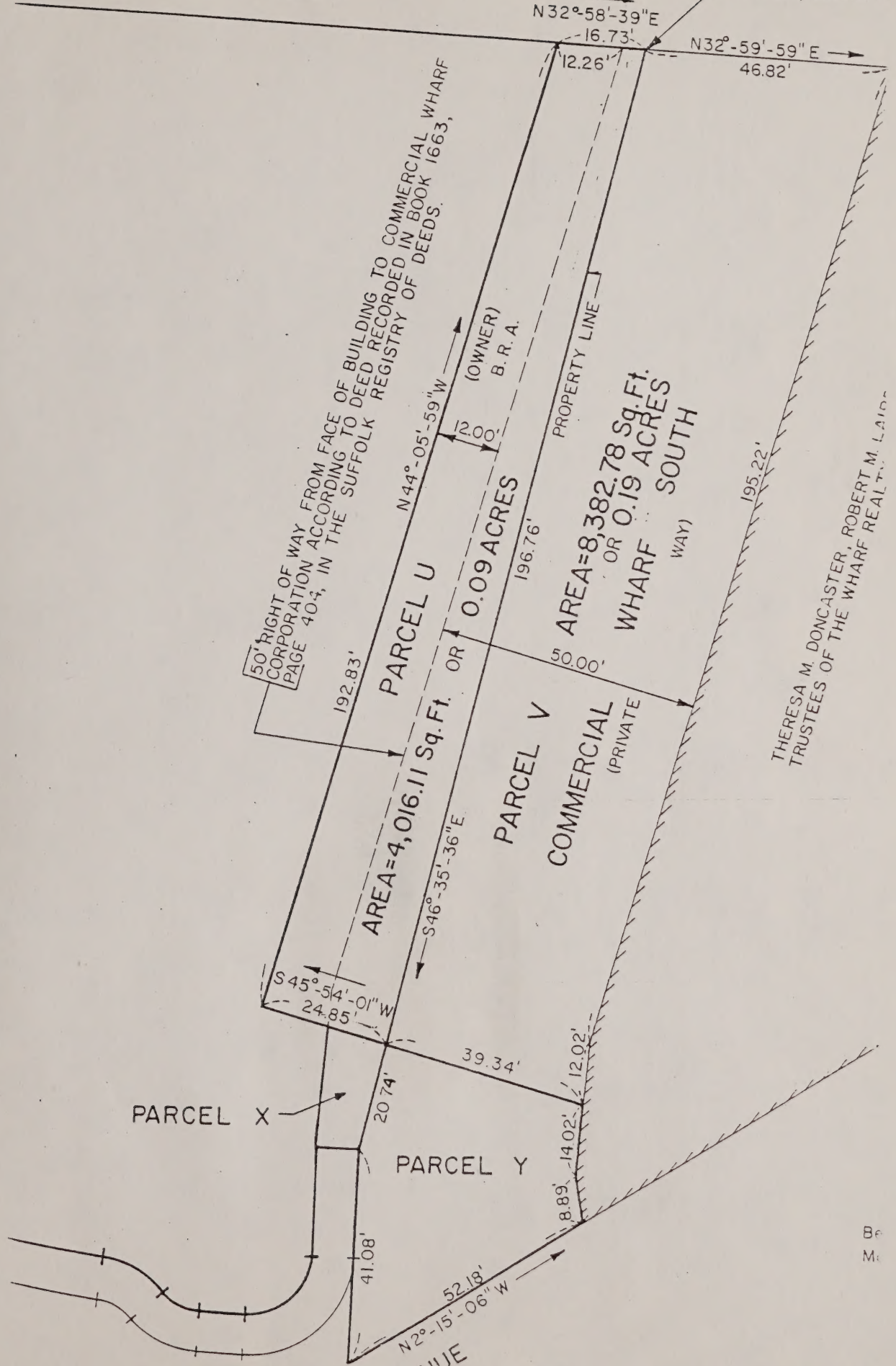
By _____
Michael F. Giglio, Redeveloper

Approved as to form:

Charles J. Speleotis
Chief General Counsel

COMMERCIAL STREET

N 496,843.820
E 720,980.871



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MEMORANDUM

SEPTEMBER 7, 1976

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT T. KENNEY, DIRECTOR

SUBJECT: MODIFICATION OF REHABILITATION AGREEMENT BETWEEN
BOSTON REDEVELOPMENT AUTHORITY AND ANTHONY L. ORLANDELLO
AND MICHAEL F. GIGLIO AND
AUTHORIZATION FOR DIRECTOR TO CONVEY A SLIVER PARCEL TO
ANTHONY L. ORLANDELLO AND MICHAEL F. GIGLIO IN ACCORDANCE
WITH THE MODIFIED REHABILITATION AGREEMENT

On June 13, 1972, the Authority entered into a Rehabilitation Agreement with Anthony L. Orlandello and Michael F. Giglio to rehabilitate a "4 story granite faced brick building" located at 85 Atlantic Avenue in the Downtown-Waterfront-Faneuil Hall Urban Renewal Area. The Authority's staff was satisfied with the work completed by the Redevelopers and Certificates of Completion have been issued accordingly.

Under the terms of that Rehabilitation Agreement in which the Redevelopers agreed to rehabilitate the Property in accordance with the Waterfront Urban Renewal Plan, the Authority's Design Review Process, and the Final Working Drawings and Specifications, the Authority reciprocally covenanted to provide the Redevelopers forty (40) covered parking spaces on Disposition Parcel C-2. That covenant contemplated a parking garage within C-2 that was at that time a part of the Waterfront Urban Renewal Plan. Since that time the Authority has amended the Waterfront Urban Renewal Plan and eliminated that parking garage. Consequently, the Authority is no longer able to fulfill its obligations to the Redevelopers under the Rehabilitation Agreement.

The Redevelopers have agreed to waive their rights under the Rehabilitation Agreement if the Authority will (1) convey the Redevelopers a sliver parcel between Parcel C-2-B and the Redevelopers' property in Commercial Wharf South, allowing the Redevelopers the right to use this area for parking only; (2) extinguish its rights in Commercial Wharf South to use the same as a street; and (3) construct a cerated sidewalk along the length of the parking area in which the Authority will reserve a pedestrian easement to provide ready access to the North End and Waterfront Park by the elderly residents of the

proposed structure on Parcel C-2-B. In return, the Redevelopers will grant the Authority and its assigns exclusive access across that part of Commercial Wharf South necessary to provide access to the contemplated underground parking facility on Parcel C-2-B.

The proposed modification would enable the Redevelopers to realize the parking expectations which they had under the Rehabilitation Agreement and would eliminate the illegal parking problems on Commercial Wharf South Street (a private way).

In view of the above, it is recommended that the Authority authorize modification of the Rehabilitation Agreement and further, authorize the Director to convey the aforementioned sliver parcel to the Redevelopers in accordance with the modified Rehabilitation Agreement in substantially the form attached hereto.

Appropriate Votes follow:

VOTED:

That the Director be and hereby is authorized for and on behalf of the Boston Redevelopment Authority to execute a Modification of the Rehabilitation Agreement entered into between the Authority and Anthony L. Orlandello and Michael F. Giglio, dated June 13, 1972, said Modification to be substantially in the form attached hereto.

FURTHER VOTED:

That the Director be and hereby is authorized to convey a Sliver Parcel to Anthony L. Orlandello and Michael F. Giglio in accordance with the modified Rehabilitation Agreement substantially in the form attached hereto.

